

<b>Sale Date:</b> 02/08/2017	<b>Time:</b> 10:00 am
<b>Location:</b> Courtroom 1539, United States Bankruptcy Court, 255 E. Temple Street, Los Angeles, CA 90012-3300	

**Last date to file objections: 01/25/2017**

**Terms and conditions of sale:** See the "Motion By The Chapter 7 Trustee For Order Approving: (1.) Real Property Sale (9523 Nan Street, Pico Rivera, CA 90660) Free And Clear Of Liens And Interest; (2.) Overbid Procedure; (3.) Real Estate Agent Compensation; (4.) Directing Turnover Of Real Property; And (5.) Distribution Of Sale Proceeds" (the "Sale Motion"). A copy of the Sale Motion may be obtained by contacting the Law Offices Of Brett Curlee at the phone number and address set forth above. See Attachment "1" hereto for additional terms and conditions of sale.

**Proposed sale price: \$ 410,000.00**

**Overbid procedure (if any):** DEADLINE TO SUBMIT BIDS IS February 6, 2017. Please see the Sale Motion for full bidding procedures and details. The "Binding Offer To Purchase Real Property" must be completed and delivered to the Chapter 7 Trustee and his attorney, no later than two (2) business days before the Sale Motion hearing. The "Binding Offer To Purchase Real Property" is attached hereto as Attachment "2".

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

Hearing Date and Time: February 8, 2017 at 10:00 p.m.

Location of Hearing:

United States Bankruptcy Court

Central District Of California

Los Angeles Division

Courtroom 1539

255 East Temple Street

Los Angeles, CA 90012-3300

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Ms. Jan Neiman

Neiman Realty, Inc.

14205 Collins Street

Sherman Oaks, CA 91401

Work Phone: (818) 786-2686

Mobile: (818) 516-2779

Email Address: [janneimanbroker@gmail.com](mailto:janneimanbroker@gmail.com)

Date: 01/12/2017

**ATTACHMENT "1"**

Any Offeror who makes a successful Offer at the hearing on the Motion understands and agrees in making the Offer that the Property Co-Owner, Clyde Lucien Shaw or his probate estate, if any, (Hereinafter collectively referred to as the "Co-owner") shall have the right, under the United States Bankruptcy Code 11 U.S.C. §363(i), of first refusal to purchase the Property at the price at which any sale is to be consummated to either the Buyers or a successful Offeror. If the Co-Owner or his probate estate, if any, is unable to purchase the Property at the price at which the sale is to be consummated at the conclusion of bidding at the hearing on the Motion, the Property shall be sold to the Buyers or such successful Offeror.

**ATTACHMENT "2"**

**BINDING OFFER TO PURCHASE REAL PROPERTY**

The undersigned ("Offeror") hereby offers (the "Offer") to purchase from Wesley H. Avery, Chapter 7 Trustee (the "Trustee") for the bankruptcy estate of Vivian Marie Shaw (the "Debtor") the real property commonly known as 9523 Nan Street, Pico Rivera, CA, 90660 and also known as County of Los Angeles Assessors Parcel No. 6383-006-022 (Hereinafter the "Property") on the identical terms described in the MOTION BY THE CHAPTER 7 TRUSTEE FOR ORDER APPROVING: (1.) REAL PROPERTY SALE (9523 Nan Street, Pico Rivera, CA 90660) FREE AND CLEAR OF LIENS AND INTEREST; (2.) OVERBID PROCEDURE; (3.) REAL ESTATE AGENT COMPENSATION; (4.) DIRECTING TURNOVER OF REAL PROPERTY; AND (5.) DISTRIBUTION OF SALE PROCEEDS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF WESLEY H. AVERY, JAN NEIMAN, JOHN J. MENCHACA, LORENA PARADA, YAJAHIRA HERRERA, AND BRETT B. CURLEE IN SUPPORT THEREOF ("Motion"), in the Debtors' pending bankruptcy case, In re Vivian Marie Shaw, Bankr. Case No. 2:14-bk-31148-BB(Chapter 7) (Hereinafter "Bankruptcy Case" or "Estate").

There are no contingencies to this Offer whatsoever, including inspection, due diligence, or financing contingencies. The sale is subject to acceptance by the Trustee, approval by the Bankruptcy Court, and higher and better bids at the hearing on February 8, 2017 at 10:00 a.m. in Courtroom 1475 of the United States Bankruptcy Court, the Honorable Sherry Bluebond, Bankruptcy Judge presiding, located at 255 East Temple Street, in Los Angeles, California, or at any continued hearing on the motion to approve the sale.

Furthermore, any Offeror who makes a successful Offer at the hearing on the Motion understands and agrees in making the Offer that the Property Co-Owner, Clyde Lucien Shaw or his probate estate (Hereinafter collectively referred to as the "Co-owner"), if any, shall have the right, under the United States Bankruptcy Code 11 U.S.C. §363(i), of first refusal to purchase the Property at the price at which any sale is to be consummated to either the Buyers or a successful Offeror. If the Co-Owner or his probate estate, if any, is unable to purchase the Property at the price at which the sale is to be consummated at the conclusion of bidding at the hearing on the Motion, the Property shall be sold to the Buyers or such successful Offeror;

Offeror further understands that the sale is "as is" and "where is" with no warranty or recourse whatsoever. Offeror has completed all due diligence which Offeror believes to be required to purchase the Property at the time of the hearing on the Motion and has not relied upon any statements, representations, or comments made by the Trustee, his attorneys, accountants, or his other agents or representatives. The Offeror is prepared to close escrow within thirty (30) days after entry of the order approving this Motion.

Offeror is providing herewith a cashier's check, money order, or certified check in the sum of \$5,000.00 for the Property bid upon, made payable to "Wesley H. Avery, Chapter 7 Trustee", which shall be credited to the sale price. The deposit shall be non-refundable if the Court confirms the sale to the Offeror but Offeror breaches his obligations under this Offer by failing to complete the purchase of the Property, in which event the Trustee shall be free to sell the Property to another, without limitation. Offeror's sole remedy if the Trustee is unable to close the sale shall be a return of the deposit in full. If the Offeror performs in full under the terms of this Offer, but the Court confirms the sale of the Property to another, Offeror's deposit shall be refundable in full.

Offeror agrees to substitute into escrow No. 003434-SA at Better Escrow Service or to enter into a new escrow, upon Trustee's sole determination, upon identical terms and conditions except as to price and elimination of the Buyer's due diligence period. Offeror acknowledges having obtained a copy of the listing agreement, escrow instructions, and the Motion, all of which are incorporated herein by this reference, and the Offeror understands all of their terms.

1 A commission of 3.0% of the sale price shall be payable to Offeror's real estate broker, subject  
2 to approval of the Bankruptcy Court, but only upon closing of the sale to Offeror.

3  
4 Dated: \_\_\_\_\_

5 \_\_\_\_\_  
(Name of Offeror)

6  
7 \_\_\_\_\_  
(Street address)

8  
9  
10 \_\_\_\_\_  
(City, State, Zip Code)

11  
12  
13 \_\_\_\_\_  
(Telephone Number)

14  
15  
16 \_\_\_\_\_  
(Signature of Authorized Agent of  
17 Offeror, if applicable)

18  
19  
20 \_\_\_\_\_  
(Name of Real Estate Broker of  
21 Offeror)

22  
23 \_\_\_\_\_  
(Name of Real Estate Agent of Offer)

24  
25  
26 \_\_\_\_\_  
(Telephone No. of Real Estate Agent  
27 for Offeror)